

<p style="text-align: right;">Page 214</p> <p>1           E. SLININ 2 remember the corporate name, but I 3 remember Vasilev. 4       Q. Okay. 5       The \$2,000,000 that was 6 received by All City Funding, was any 7 of that money shared with Mr. 8 Shnaider? 9       A. No, because Alex Shnaider 10 did not put up the money to buy him 11 out. I bought him out. 12      Q. The 2.3 million dollars that 13 you just testified was not received 14 pursuant to this agreement -- 15      A. Correct. 16      Q. -- are you claiming any of 17 that money as damages here in this 18 lawsuit? 19      A. Absolutely. 20      Q. And what is the basis of you 21 claiming that money? 22      A. If you read paragraph C, it 23 says that it's also owed me money plus 24 interest, and everything else, which 25 is Mr. Shnaider might have maybe even</p>	<p style="text-align: right;">Page 216</p> <p>1           E. SLININ 2 are you willing to state under oath, 3 under penalty of perjury that it 4 happened? 5       MR. LEBOWITZ: Objection to 6 the form of the question. 7       A. I do not know if he received 8 it or not because I am assuming -- 9 it's my assumption. 10      Q. Okay. 11      Do you have any evidence of 12 that assumption, sir? 13      A. I do not have any evidence. 14 It's evidence that he owed me the 15 money, and he decided not to pay me 16 too. That's called dishonesty. 17      Q. Sir, that's not the 18 question. 19      MS. DYER: Move to strike. 20      Q. Sir, at some point -- 21      MS. DYER: I'm sorry, but I 22 am going to go to the Court with 23 this. I really have been about 24 as patient as I have ever been 25 with anybody, and so --</p>
<p style="text-align: right;">Page 215</p> <p>1           E. SLININ 2 received from Vasilev the money, and 3 decided not to proceed with him. 4       Q. Do you know for a fact that 5 he did? 6       A. Everything is possible. 7       Q. Do you know for a fact that 8 he did? 9       A. I'm just -- it's not a fact 10      -- 11      Q. Sir, you are under oath 12 right now. 13      A. That's my statement -- 14      Q. Is it your statement that 15 Mr. Shnaider received monies from Mr. 16 Vasilev? 17      A. Possible. 18      Q. Okay, but you don't know one 19 way or the other; correct? 20      A. I am just assuming. 21      Q. You just said it was 22 "possible." 23      A. Possible, assuming. 24      Q. Okay. 25      You don't know one way --</p>	<p style="text-align: right;">Page 217</p> <p>1           E. SLININ 2       MR. LEBOWITZ: Why don't we 3 take a quick two-minute break? 4       MS. DYER: Larry, Mr. 5 Lebowitz, if you could please 6 help to speed things up. 7       THE VIDEOGRAPHER: The time 8 is 4:05 p.m., and we are going 9 off the record. 10      (Whereupon, a discussion 11 was held off the record.) 12      THE VIDEOGRAPHER: This 13 begins media label 5. The time 14 is 4:16 p.m., and we are back on 15 the record. 16      Q. Did you, Mr. Slinin, meet 17 with Jahid Karim about finding a new 18 buyer for Contract 169? 19      A. I did have a conversation 20 with him as well. 21      Q. Okay. 22      Once Woren defaulted on the 23 contract -- let me make sure the 24 record is clear. I believe it was 25 your testimony that Woren didn't make</p>

<p style="text-align: right;">Page 218</p> <p>E. SLININ the second payment to All City Funding under the letter agreement dated July 3rd, 2008, for Contract 169; correct?</p> <p>A. Correct.</p> <p>Q. Once Woren defaulted, do you know what happened to Contract 169?</p> <p>A. That contract was given to Alex to apply towards Contract 161.</p> <p>Q. Okay.</p> <p>Was there any downpayment that Alex received to apply to Contract 161?</p> <p>A. There was \$2,000,000.</p> <p>Q. But that was the \$2,000,000 that was paid to you; correct?</p> <p>A. No, no, no. \$2,000,000 --</p> <p>Q. That's what I am trying to figure out.</p> <p>A. I'm trying to explain.</p> <p>The plane was sold to Vasilev. He was supposed to wire me 4.3 million dollars. He only wired me 2,000,000.</p> <p>Q. Correct.</p>	<p style="text-align: right;">Page 220</p> <p>E. SLININ I said "Fine." He said, "This is what is going to happen, we are going to apply all of that, plus the Lear 60, they are very weak at this point." He said to me, "If we lose some money, we go 50/50 on the loss, on the Lear 60," meaning him and me, "and everything else once I will liquidate the 161, once I get a green one and put it to a completion and sell it, we will then calculate, and I will give you the money back."</p> <p>Q. So, what money, if any, was there at that point on 169, on Contract 169, to in effect transfer to 161?</p> <p>A. \$2,000,000.</p> <p>Q. You kept \$2,000,000; correct?</p> <p>A. Correct.</p> <p>Q. Did you give that money then towards the 161 aircraft?</p> <p>A. My 2,000,000 was applied to 161.</p>
<p style="text-align: right;">Page 219</p> <p>E. SLININ A. He owed me a balance of 2.3.</p> <p>Q. Correct.</p> <p>A. When he defaulted, and said that he is not wiring anymore money, that was it, that is what Alex told me. At that time Alex said, "Okay, well, keep the plane, it's yours. Do what you want to do with it, it's yours."</p> <p>Q. Said to you, "keep the plane?"</p> <p>A. Correct. "Keep the plane, it's yours, do whatever you want to do with it." Some couple of weeks go by, I tried to market myself, I reached out to other brokers, and tried to sell it, and was talking, talking, and then Alex called me up and he said, "Listen, I reached out, I did a global settlement with Bombardier. I will take this plane and apply towards the 161 and including your Lear 60."</p> <p>Q. Which was 207?</p> <p>A. Correct, 207.</p>	<p style="text-align: right;">Page 221</p> <p>E. SLININ Q. When say your "2,000,000," is that the \$2,000,000 that Woren paid you before they defaulted?</p> <p>A. Correct.</p> <p>Q. Okay.</p> <p>And did you -- or did All City Funding transfer that money then to Mr. Shnaider or to Midland Holdings?</p> <p>A. They signed over the contract, this contract is just as liquidable as cash.</p> <p>Q. No. I am trying to find out what happened to the specific \$2,000,000 that All City Funding received from Woren, before Woren defaulted?</p> <p>A. That money was part of the settlement I did with Pirumov.</p> <p>Q. Not -- okay.</p> <p>(Simultaneous speaking)</p> <p>A. I -- (inaudible) -- Pirumov -- 3.5 million dollars. Of 3.5, I received 2,000,000 back from Vasilev.</p>

<p>1                   E. SLININ      2 Alex Shnaider.      3     Q. I am asking if you did?      4     A. I reached out to Alex      5 Shnaider, and asked him, "What is the      6 story with the balance?" He said,      7 "Let me see if I can get it." We were      8 going back and forth, back and forth,      9 and in September, he told me, "You end      10 up with the contract, it's all yours."      11    Q. Do you know what efforts, if      12 any, Mr. Shnaider made to collect from      13 Woren?      14    A. I don't know.      15    Q. If you look at the contract      16 between Blue Industrial Skies, Inc.,      17 and -- strike that.      18    I think you testified      19 earlier today that Contract 207 was      20 for a Learjet that you were going to      21 purchase; correct?      22    A. Correct.      23    Q. The contract was between      24 you, or one of your companies, and      25 Learjet; correct?</p>	<p>Page 230</p> <p>1                   E. SLININ      2     Q. Okay.      3     I am not asking who took      4 over. Who initially entered into the      5 contract for the purchase of the      6 Learjet that had a corresponding      7 contract number of 207?      8     A. KSR.      9     Q. What is KSR?      10    A. A company that was made      11 specifically to buy that plane.      12    Q. Did you own that company?      13    A. Yes, I did.      14    Q. And let's just mark Slinin      15 Exhibit 13.      16    (Whereupon, an aircraft      17 purchase agreement was marked as      18 Slinin Exhibit 13, for      19 identification, as of this date.)      20    Q. Is this the contract for the      21 purchase of the Learjet that we have      22 been referring to as 207 today?      23    A. Yes.      24    Q. It is between your company      25 KSR Jet, Inc., and Learjet, Inc.?</p>
<p>Page 231</p> <p>1                   E. SLININ      2     A. Yes.      3     Q. CAC and CL850 were not      4 parties to that contract; correct?      5     A. They were not -- what?      6     Q. Neither CAC or CL850 were      7 parties to that contract; correct?      8     A. What do you mean? I'm      9 trying to understand.      10    Q. Were they parties to the      11 contract; were they a buyer or a      12 seller under your Learjet contract?      13    A. I don't have this paperwork,      14 and I am not aware of it. The people      15 that will know that is Rob Lee and      16 Alex Shnaider. I know I signed over,      17 to who I signed over, I don't      18 remember.      19    Q. So, you don't know who was a      20 party to the contract for the Learjet?      21    A. That took over, basically      22 that I signed over to?      23    Q. I am just asking about the      24 initial contract.      25    A. I don't know who took over.</p>	<p>Page 233</p> <p>1                   E. SLININ      2     A. Yes.      3     Q. And you signed this;      4 correct?      5     A. Yes.      6     Q. Is KSR a Panamanian company?      7     A. Yes.      8     Q. You put a deposit of      9 1,000,000 down on this contract; is      10 that correct?      11    A. That is correct.      12    Q. And if you look at section      13 9.5, it says, "If the buyer fails to      14 make any of the payments provided for      15 in Article 2, on or before the      16 stipulated date, all rights which the      17 buyer may have, or may have had in or      18 to this agreement, or the aircraft      19 shall be extinguished, and seller      20 should be entitled to retain an amount      21 equivalent to ten percent of the      22 purchase price as liquidated damages."      23    Do you see that?      24    A. Yes, I do.      25    Q. The purchase price was</p>